



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number: #HWY-309541-RP	IFB Title: EPOXY PAINT STRIPING BUTTE DIVISION
IFB Due Date and Time: APRIL 7, 2010 3:00 pm, Local Time	Number of Pages: <u>27</u>

<u>ISSUING AGENCY INFORMATION</u>	
Procurement Officer: RICHELE PARKHURST	Issue Date: MARCH 25, 2010
MONTANA DEPARTMENT OF TRANSPORTATION PURCHASING SERVICES SECTION 424 MOREY STREET PO BOX 20437 BILLINGS MT 59104-0437	Phone: (406) 657-0274 Fax: (406) 256-6487 TTY Users, (406) 444-7696 Website: http://gsd.mt.gov/

<u>INSTRUCTIONS TO BIDDERS</u>	
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR SEALED BID AND ANY REQUIRED DOCUMENTS TO: #HWY-309541-RP PURCHASING SERVICES SECTION 424 MOREY STREET PO BOX 20437 BILLINGS MT 59104-0437	Mark Face of Envelope/Package: IFB Number: <u>#HWY-309541-RP</u> IFB Due Date: <u>APRIL 7, 2010</u> SEALED BIDS will be received and publicly opened in the <u>Billings</u> office at 3:00 pm. Attachments: <u>4</u>

<u>BIDDERS MUST COMPLETE THE FOLLOWING</u>	
Federal Tax ID Number:	Completion Date:
Bidder Name/Address:	Authorized Bidder Signatory: <div style="text-align: center; font-size: small;">(Please print name and sign in ink)</div>
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

BILL TO: DEPT OF TRANSPORTATION
PO BOX 3068
BUTTE MT 59702-3068

PROJECT SITE: DEPT OF TRANSPORTATION
EPOXY PAINT STRIPING
BUTTE DIVISION

Questions may be directed to Kam Wrigg at (406) 494-9627 in Butte. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

1.0. FEDERAL AID REQUIREMENTS

- 1.1. Since Federal Aid Funds will be utilized to pay for this project, the Montana bid preferences will not apply.
- 1.2. Prevailing Wage will be in accordance with the attached FHWA form #1273 and current Davis-Bacon wage rates.
- 1.3. A DBE goal of 0% has been assigned to this project. Contractors are required to complete and return the attached DBE schedule.

2.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

2.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

2.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

2.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

2.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

2.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

2.6. AUTHORITY

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

2.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

2.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

2.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

2.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Bureau. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

2.11. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

2.12. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

2.13. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

2.14. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

2.15. HOLD HARMLESS/INDEMNIFICATION

In regard to all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Scaffolding Act, Montana Safe Place to Work Statute, etc.), as well as matters involving patent, trademark and copyright infringements, Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including any patent, trademark and copyright infringement) arising from the project. This indemnification expressly includes any claim or liability arising from a violation of law, ordinance or regulation. Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of its subcontractors, and the public. This indemnification is expressly intended by the parties to include claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the State or Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor's employees, or the public.

This indemnification does not extend to CERCLA and CECRA claims, which are addressed in section 107.26 of the specifications. Contractor will be responsible for any and all damages to property or persons that occur before final acceptance of the project. Contractor will obtain and maintain insurance necessary to comply with the specifications.

The Contractor shall indemnify, protect and defend the owner (State and Department) from any damage, loss or claim of damage arising from, due to or allegedly due to an action or omission of the Contractor or any of its employees, and further to protect, hold harmless and indemnify the Department and State from any damages, loss, or claims due to or allegedly due to an act or omission of any subcontractor on the project.

Other than the above indemnifications, each party shall be liable for its own negligence.

2.16. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

2.17. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices.

All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

2.18. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

2.19. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

2.20. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>

2.21. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section (406) 657-0274 in Billings.

2.22. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

2.23. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

2.24. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

2.25. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

2.26. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

2.27. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

2.28. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

2.29. UNIT PRICE

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

2.30. U.S. FUNDS

All prices and payments must be in U.S. dollars.

2.31. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

2.32. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

3.0. GENERAL REQUIREMENTS

3.1. BID/PROPOSAL SECURITY – SURETY BONDS ONLY

Each bid/proposal must be accompanied by bid proposal security based upon 10% of the total bid/offer. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the State of Montana. The required form may be found at <http://gsd.mt.gov/procurement/forms.asp> and entitled "Bid or Proposal Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

A bidder failing or refusing to enter into any awarded contract or purchase order within the required 10 working days following the Purchasing Services Section's issuance of request for documents notice shall forfeit the bid security. See Section 18-1-204(1), MCA. "Enter into any contract or purchase order" includes execution of the contract, submission of acceptable performance security, and submission of any required liability insurance coverage and workers' compensation insurance coverage or exemption.

The bid security for the unsuccessful bids will be shredded, unless return is requested.

3.2. CONTRACT PERFORMANCE SECURITY – SURETY BONDS ONLY

The Contractor must provide contract performance security based upon 100% of the contract total. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the State of Montana. The required form may be found at <http://gsd.mt.gov/procurement/forms.asp> and entitled "Contract Performance Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

The contract performance security must be provided to the State of Montana within 10 working days from the Request for Documents Notice. This security must remain in effect for the entire term of the contract. A new surety bond must be issued to the State of Montana if this contract is renewed.

The original surety bond form must be provided to the following address: Purchasing Services Section, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437.

Ref:MCA Title 18, Chapter 4, Part 3; ARM, Title 2, Chapter 5, Sub-Chapter 5.

3.3. OWNER'S AND CONTRACTOR'S PROTECTIVE (OCP) LIABILITY INSURANCE

Obtain an Owner's and Contractor's Protective (OCP) liability insurance policy for all work to be done, on behalf of the owner (State of Montana, the Department, and its agents, employees and officers) to be submitted prior to contract execution, with a general aggregate limit of not less than \$2,000,000 and an occurrence limit of not less than \$1,000,000. The certificate must be received by the Purchasing Services Section, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

Ref: Standard Specifications for Road and Bridge Construction, 2006 Edition supplemental, Section 107.13.1.

3.4. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the Purchasing Services Section with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Purchasing Services Section, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO CONTRACTORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE STATED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

3.5. CONTRACTOR REGISTRATION – FOR CONSTRUCTION

The Contractor is required to be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, *prior* to contract execution. The State cannot execute a contract for construction to a Contractor who is not registered and may award the contract to the next responsive Contractor if registration is not completed in a timely manner. (Mont. Code Ann. § 39-9-401.)

If you have a Contractor Registration Number, list it here: _____

3.6. CONTRACTOR WITHHOLDING – FOR CONSTRUCTION

Section 15-50-206, MCA requires the state agency or Department for whom a public construction work contract over \$5,000 is being performed, to withhold 1% of all payments and to transmit such monies to the Department of Revenue.

3.7. DIESEL FUEL TAX

Pursuant to sections 15-70-310 through 15-70-336, MCA, the Contractor, any subcontractor or anyone using diesel fuel in motor vehicles, motorized equipment or the internal combustion of any and all engines, including stationary engines, is required to comply with the "special fuel use tax." A copy of a current special fuel users permit must be submitted prior to contract execution. Failure to provide this as required will result in disqualification of your bid.

This requirement applies to all diesel fuel used in connection with work performed on construction, reconstruction or other improvements on highways, streets or within public right-of-way as a result of any contract awarded by a public agency.

Questions on this provision may be addressed to:

FTMA Bureau
Administration Bureau
Department of Transportation
P.O. Box 201001
Helena, MT 59620-1001

Motor Fuels Information: (406) 444-7689

3.8. INDEPENDENT CONTRACTOR

Due to requirements of Federal labor laws, individuals who are presently a Montana State employee will not be considered for potential award of the Agreement. A successful bidder, who, during the post-bid period or during the term of the Agreement, becomes a Montana State employee, must immediately notify in writing the Department's Field Maintenance Chief. Contractor agrees that, if it becomes a Montana State employee during those periods, or if it hires anyone to perform more than 50% of the work under the Agreement who is a Montana State employee, the Agreement is subject to immediate termination.

It is expressly agreed that the Contractor in fulfilling the terms of this Agreement is not an employee of the DEPARTMENT, but is solely an INDEPENDENT CONTRACTOR and not an employee of the DEPARTMENT.

3.9. CONFIRMATION OF AWARD/NOTICE TO PROCEED

After award has taken place, the successful Contractor will receive a "Request for Documents Notice" letter from the Purchasing Services Section. The "Request for Documents Notice" letter is not authorization to proceed with the project.

The purpose of the letter is to notify the Contractor that he/she must secure (a) proof of workman's compensation insurance coverage or exemption, (b) proof of liability insurance coverage and (c) contract performance security; and that these documents must be received by the Purchasing Services Section, Attn: Richele Parkhurst, 424 Morey Street in Billings before a "Notice to Proceed" with the project can be given.

Upon receipt by the Purchasing Services Section of the Contractor's proof of insurance and contract performance security, a purchase order will be officially signed. Receipt of the signed original purchase order by the Contractor shall be the Department's official "Notice to Proceed" with the project.

3.10. PRECONSTRUCTION CONFERENCE

A mandatory preconstruction conference will be held between the Contractor and Department personnel. It is the responsibility of the Contractor to schedule the conference with the Department. This conference will be held a minimum of 5 working days prior to the start of work. Scheduling for days and hours worked will be set at that time. The Department will designate a Project Manager at this conference.

The Project Manager will be the authorized agent for the Department on this project.

The Helena Maintenance Review Section personnel will be considered as inspectors when on the job site.

3.11. CIVIL RIGHTS

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, Contractor (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance:

Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

4.0. SPECIAL PROVISIONS - EPOXY PAVEMENT MARKING MATERIAL

4.1. DESCRIPTION

This work consists of furnishing surface preparation and applying epoxy pavement lines, words and symbols shown in this contract or as directed in writing by the Maintenance Chief.

4.2. CONTRACT AUTHORITY

The Purchasing Services Section Supervisor will be the contract authority and a Maintenance Chief and/or District Administrator will administer the contract.

4.3. STANDARD SPECIFICATIONS

All references to the "Standard Specifications" shall be the Department's book entitled "Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications. Current supplemental specifications may be obtained at the following web site: http://www.mdt.mt.gov/business/contracting/standard_specs.shtml

4.3.1. The following Standard Specifications Sections apply in their entirety:

- a. Section 101

4.3.2. The following Standard Specifications Articles apply in their entirety:

- a. 102.02, 102.04, 102.05, 102.06 and 102.13
- b. 104.01
- c. 105.01, 105.06, 105.07, 105.09, 105.10 and 105.11
- d. 107.01, 107.02, 107.03, 107.04, 107.05, 107.06, 107.07, 107.08, 107.10, 107.11, 107.12, 107.13, 107.14, 107.15, 107.16, 107.17, 107.18, 107.20, 107.21, 107.25 and 107.26
- e. 108.01, 108.04, 108.05, 108.06, 108.09 and 108.10
- f. 109.01, 109.07 and 109.11
- g. 714.05 and 714.08

4.3.3. The following portions of Standard Specification Articles shall apply:

- a. 104.05.2
- b. 105.12 (reference to 105.03 is to 105.03.1 only)
- c. 108.07.4(A) and 108.07.5(1st paragraph),
- d. 108.08 (with reference to table 108-1 only),
- e. 618.03.1, 618.03.2, 618.03.3, 618.03.4, 618.03.5, 618.03.12, 618.03.14 and 618.03.15
- f. 620.01, 620.03.6 (A) (B) (E), and 620.04.2

4.4. ADDITIONAL WORK

- 4.4.1. Any additional work performed under this provision shall be the same type of work for which the contract was awarded and will only apply if the Contractor is set-up and operational. Subsequently, no additional compensation for the bid items "mobilization" and "traffic control" will be allowed. The additional work provision will not apply if the Contractor has to be mobilized to a new location.
- 4.4.2. The Maintenance Chief reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered. If additional work or changes in quantity significantly change the scope of work, an adjustment will be made to the contract. A significant change is defined as an increase in excess of 125% or a decrease below 75% of the original contract quantity item. Any adjustment for an increase in quantity shall apply only to that portion in excess of 125% of the original contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.
- 4.4.3. Payment for work under this provision will be at the unit price bid for work for which the contract was awarded. Any additional work must connect with either end of each specified project site. Any additional work must be for the same type as specified in the original contract.
- 4.4.4. Additional work can only be performed after prior approval of the Helena Maintenance Division Administrator and written addenda from the Purchasing Services Section. This addenda must be in the form of a Purchase Order Adjustment. The addenda will include the following information:
 - 4.4.4.1. A description of the work to be performed.
 - 4.4.4.2. Additional time adjustments, if any.
 - 4.4.4.3. The cost associated with the additional work.

4.5. CONTRACT TIME

- 4.5.1. Contract time will be determined as follows:
 - 4.5.1.1. Designated Contract Date -- will be the actual calendar date by which all work under the contract shall be completed.
- 4.5.2. Prior to commencement of work, the Contractor shall submit a written proposed work schedule that accommodates the contract dates, to the Maintenance Chief. The Maintenance Chief may request changes to the schedule to best meet the needs of the Department as long as the changes do not impact the sequence of work or designated contract date to the point it changes the terms of the contract as bid. Once the schedule is approved by the Maintenance Chief and concurred with by the Contractor, subsequent changes to the schedule must be approved in writing by both the Maintenance Chief and the Contractor.
- 4.5.3. If the Contractor is unable to complete the work by the designated contract date for reasons beyond his control, such as inclement weather, he may request a change to the designated contract date from the Maintenance Chief. Such request shall be in writing and shall state the reasons for the request. The request must be received a minimum of five (5) working days prior to the designated completion date.

The Maintenance Chief will review the request and will provide the Contractor with a written response indicating approval, in which case a new designated contract date will be provided, or disapproval with appropriate reasons. If the Contractor is dissatisfied with the Maintenance Chief's response, he may appeal the decision to the Grievance Committee per Section 4.6 of this contract.

- 4.5.4. In the event the Department increases quantities; additional days will be added to the contract by using the following formula:

$$\text{Time Extension in days} = \frac{\text{Total additional amount of gallons of paint}}{880 \text{ gallons of paint}}$$

WORDS & SYMBOLS

One (1) additional day will be added for every 1,000 square feet of words & symbols.

This calculation will be applied on a site-by-site basis. It will only be calculated in full days and at no time will it be less than one day. All calculations will be rounded up to the next full day.

Contract time will not be decreased due to a decrease in quantities

- 4.5.5. The Contractor shall not work on Saturdays, Sundays or legal holidays observed by the state unless specifically approved in writing by the Maintenance Chief. Requests must be made in writing and received by the Department's Project Manager by noon of the preceding Wednesday.
- 4.5.6. The sequence of operations to meet the designated contract date shall be at the Contractor's discretion. The Maintenance Chief will be given a minimum of 48 hours notice prior to commencement of any work.

4.6. DISCREPANCY OR GRIEVANCE

In the event of a discrepancy or grievance on the part of the Contractor or the Department, the affected party will make a written request for a hearing to the Purchasing Services Section Supervisor. This request must be made, in writing, no later than 30 days after the disagreement, questions or dispute has arisen. Upon receipt of the written request, a hearing date will be scheduled at the earliest possible convenience of all affected parties. A hearing committee will consist of the Contractor and Department representatives to include the Maintenance Division Administrator, Administration Division Administrator and the Chief Operations Officer(s). As this is not intended to be an adversarial meeting, but a problem-solving one, it is recommended that no party be represented by legal counsel at the hearing. Any resolution decided on as a result of this hearing will be binding for all parties involved. Contractor must notify the Purchasing Services Section Supervisor a minimum of 5 working days prior to the meeting if their legal counsel will be attending the meeting. If Contractor is to be represented by legal counsel and the Department's legal counsel is not available for the initially scheduled meeting, then the meeting will be rescheduled.

4.7. CONSTRUCTION REQUIREMENTS

- 4.7.1. General:

Furnish the inspector on site, the Project Manager or the Maintenance Chief, a manufacturer's certification before incorporating the material into the project. Do not apply materials that fail to meet these specifications. Apply pavement markings during daylight hours only. Obtain the Maintenance Chief or Project Manager's approval to apply pavement markings any other time unless otherwise stated under "Specifications for Work".

4.7.2. Manufacturer's Application Instructions:

Provide the Department a copy of the manufacturer's instructions for surface preparation and material application at least 24 hours before application work begins.

Include in the instructions:

- Equipment Requirements
- Approved Work Methods and Procedures
- Material Application Range
- Ambient & Surface Temperature Requirements
- Weather Limitations
- Precautions
- All other requirements for successful application and material performance.
- Do not use materials with incomplete or missing instructions.

4.7.3. Surface and Temperature Requirements:

Apply the epoxy pavement marking material when the pavement is dry and the ambient temperature is 40°F (4.4°C) and rising, or follow the manufacturer's surface and temperature requirements, whichever is more restrictive.

4.7.4. Surface Preparation

- 4.7.4.1. All Surfaces. Ensure that all pavements are free of grease, oil, mud, dust, dirt, grass, loose gravel and other deleterious material, prior to applying pavement markings. The Maintenance Chief or designee, at the Pre-Construction meeting, must approve all proposed surface preparations.
- 4.7.4.2. Grinding. Prepare the surfaces having an existing pavement marking by lightly grinding or heavy grinding all lines on the roadway surface per contract information. Ensure that the surface is free from loose or flaking pavement markings, dust, dirt and grinding residue prior to placing new pavement markings. Perform operations in such a manner to minimize airborne dust.

It is the responsibility of the Contractor to remove all excess grinding material from the roadway surface prior to striping.

On roadways without curbs and gutters, and outside Urban limits, the excess grinding material will be swept off the pavement surface. Alternative methods of grinding material removal must be approved by the Maintenance Chief.

On roadways that have curbs and gutters, and within Urban limits, the Contractor is required to pickup and dispose of all grinding material from the roadway surface prior to striping.

4.7.4.2.1. Light grinding is defined as continuous surface abrasion to the line to establish a roughened surface free of loose paint chips, loose seal aggregate and surface impurities.

4.7.4.2.2. Heavy grinding is defined as complete removal of pavement markings (entire line width) to the top of the pavement surface.

- 4.7.4.3. Disposal. Waste material becomes the property of the Contractor. This includes all grindings and all removed marking material. The Contractor cannot dispose of, or store, stripe removal waste material on Department property. Dispose of waste material according to current applicable solid waste laws and regulations.
- 4.7.4.4. Grinding of words, symbols and hash marks. Clean the surfaces following the paint manufacturer's recommendations. Remove all scale, dirt, grease, loose paint and other foreign material by sand blasting with air, high-pressure water or mechanically grinding, sanding, scraping or brushing. Apply one uniform coat of epoxy paint and glass beads the same day as grinding.

Remove completely any existing pavement marking words and symbols that do not match and/or are no longer applicable by heavy grind.
- 4.7.4.5. Yellow Curb Marking. Prior to application, clean the surfaces following the paint manufacturer's recommendations. Remove all scale, dirt, grease, loose paint and other foreign material by sand blasting with air, high-pressure water or mechanically grinding, sanding, scraping or brushing. All removed and excess pavement marking material is required to be picked up and disposed of prior to striping and the opening of the work zone to public traffic. Waste material becomes the property of the Contractor. Dispose of waste material according to current applicable solid waste laws and regulations.
- 4.7.4.6. Paint the tops and traffic sides of curbs at restricted parking locations as specified. Apply one uniform coat of epoxy paint to the tops and traffic sides of all island curbs, median curbs, and other similar curbs as shown in the Contract or as directed by the Inspector on site.
- 4.7.4.7. Reflective Glass Beads on Epoxy Curb. This work is the application of reflective glass beads to yellow curb marking epoxy. Provide reflective glass beads meeting the requirements of Subsection 714.05. Apply at least eight (8) lbs/gallon of glass beads to the top and traffic sides of all island curbs, median curbs, and other similar curbs immediately following the application of the epoxy. Evenly distribute beads across the curb surface. Glass beads applied to curbs are not measured for payment. Include the cost of the glass beads and application in the unit bid price for yellow curb marking epoxy.
- 4.7.4.8. Concrete Surfaces. Grind the concrete surfaces as specified for asphalt surfaces. For safety reasons, the Contractor is required to pickup excess beads from the roadway.
- 4.7.4.9. Words, Symbols and Hash Marks. Match the existing pavement marking configuration (stencil) unless otherwise directed. For safety reasons, excess beads must be removed prior to opening to traffic. If they don't match, Contractor must obtain prior written approval to use the proposed stencil from the respective Maintenance Chief.

4.7.5. Removal Limits. Meet the following:

- 4.7.5.1. Grind not more than 1 inch wider on each side of the existing stripe.
- 4.7.5.2. No more than 4 inches from the beginning or end of the stripe being removed.

4.7.6. Sequence of Operation:

- 4.7.6.1. Light Grind. Contractor must stripe all roads within three (3) working days after grinding.

If the Contractor wants to grind further in advance of the striping operation, the Contractor will be required to provide a temporary stripe at no cost to the Department (weather permitting).

- 4.7.6.2. Heavy Grind. Contractor must stripe all roads as stated below.

4.7.6.2.1. Centerline

If new stripe is not applied the same day as grinding, then the Contractor must provide and install, at contractor expense, temporary pavement marking tabs or a temporary waterborne stripe on centerlines.

If the Contractor does not replace the centerline stripes the same day they are removed, the Department reserves the right to hire another contractor or have Department crews stripe the area at the Contractor's expense.

4.7.6.2.2. Edge Line

If new stripe is not fully applied within three (3) working days of grinding, then the Contractor must provide and install, at contractor expense, temporary pavement marking tabs or a temporary waterborne stripe on the edge lines.

If the Contractor does not replace the edge line stripes within three (3) working days after they are removed, the Department reserves the right to hire another contractor or have Department crews stripe the area at the Contractor's expense.

4.7.6.2.3. Temporary Pavement Markings

Temporary pavement marking tabs may be offset no more than six inches from the new line. Place three tabs, spaced 2 feet apart, every 40 feet for temporary centerline and lane line markings. Install yellow or white tabs, matching the final line color.

If a temporary waterborne stripe is applied, a light grind will be required prior to placing the epoxy paint.

4.7.6.2.4. Option

If the weather does not permit the Contractor to apply temporary pavement markings, the Contractor will be required to put up signs stating "no center stripe" according to MUTCD.

4.7.6.3. Paint Striping

On start up of the first day of marking application apply a minimum of 1,000 feet of stripe not to exceed 5,280 feet for each color being applied. The Department will test for thickness, color, and line width. The Department will check striping totalizer vs. Department DMI (Distance Measuring Instrument). Continue marking work or make adjustments to the equipment based on the evaluation results. Apply other evaluation stripes when requested.

4.7.6.3.1. Reflective Glass Beads for Pavement Markings

Use only reflective glass beads that meet all of the Department's requirements and are on the qualified products list (QPL). The QPL requirements and list can be found at:

<http://www.mdt.mt.gov/business/contracting/qpl.shtml>

4.7.6.3.2. Application Instructions

Apply a 20 mil +/- 2 mil (0.508 mm +/- 0.051 mm) thin wet film immediately followed by applying at least 25 lbs/gallon (3kg/L) of glass beads to the epoxy. Apply enough glass beads to the uncured epoxy so that the beads completely fill the epoxy film from the film-pavement interface to the top surface of the film to the extent that there are loose beads on the surface of the uncured line. Apply Montana Type 2 glass beads at a rate of at least 25 pounds (3 kg) of beads per gallon (liter) of epoxy applied in a manner that provides uniformly retro-reflective lines.

Apply the markings to within $\pm \frac{1}{4}$ inch (6 mm) of the specified width.

Match the existing pavement marking configuration unless otherwise directed.

Immediately terminate striping application if the applied stripe(s) are less than 18 mils thick. Grind all 18-mil and thinner striping and replace with striping meeting the contract requirements at Contractor expense. Correct all deficient striping before continuing with the remaining striping work. The Project Manager will identify deficient strip thickness by comparing the tank quantities measured and used against length, width and application rate of the applied stripe.

4.7.6.4. Equipment:

Application equipment, pump, paint guns and bead applicators must be capable of applying the minimum wet millage and pounds (kilograms) of beads at a speed not more than 10 miles (16 km) per hour. Do not operate above 10 miles (16 km) per hour.

4.8. DEFECTIVE EPOXY PAVEMENT MARKINGS

Epoxy traffic markings, which after application and curing are determined to be defective and not in conformance with the contract specifications shall be repaired. Repair of defective markings shall be made at the Contractor's expense and be performed to meet the contract specifications.

Uncured or discolored epoxy – The defective area shall be completely removed and cleaned in accordance with requirements of 4.7.4. Surface Preparation. The extent of removal shall be the defective area plus any adjacent pavement marking material extending a minimum of 36 inches in any direction.

- Uncured epoxy shall be defined as applied material that fails to cure (dry) prior to project acceptance.
- Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy-marking material prior to project acceptance.

All defective work must be replaced prior to the designated contract date. Failure to replace the defective work by the designated contract date will result in liquidated damages being assessed in the form of a daily charge for each day, except Saturdays, Sundays and legal holidays that exceed the designated contract date or working days. The daily charge will be determined from Table 108-1 of Standard Specification Article 108.08 (that is current on the date of the bid-opening) under Daily Charge. This charge will be deducted from money due the Contractor.

5.0. BASIS OF PAYMENT

Epoxy pavement markings are paid for at the contract unit price per gallon for each line color. Epoxy pavement markings for words, symbols and hash marks will be paid for at the contract unit price per square foot.

PENALTIES FOR BEADS OR PAINT THAT DO NOT MEET SPECIFICATIONS.

MONTANA TYPE 2 BEADS

GRADATION

SIEVE SIZE	% PASSING	15% DEDUCTION	25% DEDUCTION	50% DEDUCTION	REMOVE & REPLACE
20	90-97	87.5-89.9	85-87.4	82.5-84.9	<82.5
30	50-75	47.5-49.9 75.1-77.5	45-47.4 77.6-80.0	42.5-44.9 80.9-82.5	<42.5 >82.5
40	15-45	12.5-14.9 45.1-47.5	10-12.4 47.6-50.0	7.5-9.9 50.1-52.5	<7.5 >52.5
50	0-15	15.1-17.5	17.6-20	20.1-22.5	>22.5
80	0-5	5.1-5.6	5.6-6.0	6.1-8.0	>8.0

IMPERFECTIONS

PERCENT IRREGULAR PARTICLES	PENALTY DEDUCTION
>25 – 28	10%
28.1 – 32	25%
32.1 – 36.0	50%
>36.0	REMOVE & REPLACE

EPOXY PAINT**HARDNESS**

HARDNESS MEASUREMENT	PENALTY DEDUCTION
75 – 100	NO PENALTY
74.9 – 70	15%
69.9 – 65.0	25%
64.9 – 60.0	50%
<60.0	REMOVE & REPLACE

NO TRACK

NO TRACK TIME	PENALTY DEDUCTION
30 OR LESS	NO PENALTY
30.1 – 33.0	15%
33.1 – 36.0	25%
>36.0	50%

COLOR

WHITE “Y” COORDINATES	PENALTY DEDUCTION
79.8	NO PENALTY
77.8 – 79.7	15%
75.8 – 77.7	25%
73.8 – 75.7	50%
<73.8	REMOVE & REPLACE

YELLOW “Y” COORDINATES	PENALTY DEDUCTION
48.32	NO PENALTY
46.3 – 48.3	15%
44.3 – 46.2	25%
42.3 – 44.2	50%
<42.3	REMOVE & REPLACE

%TiO₂

% TiO ₂ White	% TiO ₂ Yellow	PENALTY DEDUCTION
17-26%	12 -17%	NO PENALTY
15 -16.9% or 26.1-28%	10.0-11.9% or 17.1-19%	15%
14 -14.9% or 28.1-29%	9 - 9.9% or 19.1-20%	25%
13 -13.9% or 29.1-30%	8 - 9.9% or 20.1-21%	50%
<13% or >30%	<8% or >21%	REMOVE & REPLACE

Mil thickness < 18 will result in remove and replace at Contractor expense. Mil thickness in excess of 22 will not be paid for.

Remove and replace all words, symbols and lines (at Contractor's expense) that do not match the existing pavement markings (stencil) unless Contractor has prior written approval to apply non-matching words, symbols and lines.

Remove and replace all lines, words and symbols that did not cure or changed color (See Section 4.8.).

Payment is full compensation for all resources necessary to complete the item of work.

No payment will be made for any route or site that has remove and replace markings until the measures have been corrected.

5.1. TRAFFIC CONTROL

- 5.1.1. The Contractor will present, to the Maintenance Chief for his/her approval, a traffic control plan to include lane closure for words and symbol application, operation on two-lane and multi-lane roads, and the sequence of operations. The traffic control plan must be in accordance with MUTCD and Section 61-8-314, MCA.
- 5.1.2. Two-Lane Road: Furnish a shadow vehicle equipped with a truck-mounted attenuator (TMA) meeting the National Cooperative Highway Research Council (NCHRP) 350 standards and appropriate test level. Ensure the vehicle follows within 500 feet behind the pavement marking removal and application, placing and removal of traffic control devices that protect the pavement markings. Equip Shadow Vehicle with vehicle-mounted sign. Use sign shape and legend appropriate to the type of work. Vehicle-mounted sign to be mounted in a manner so they are not obscured by equipment or supplies.
- 5.1.3. Multi- Lane Road: Furnish 2 Shadow Vehicles. Shadow Vehicle 1 be equipped with arrow board and truck mounted attenuator (TMA). Ensure the vehicle follows within 500 feet behind the pavement marking removal and application, placing and removal of traffic control devices that protect the pavement markings. Shadow Vehicle 2 be equipped with an arrow board. An appropriate lane closure sign be placed on Shadow Vehicle 2 so as not to obscure the arrow board. A truck-mounted attenuator (TMA) may be used on Shadow Vehicle 2. Shadow Vehicle 2 travel at a varying distance from the work operation so as to provide adequate sight distance for vehicular traffic approaching from the rear. When the work vehicle occupies an interior lane (a lane other than the far right or far left) of a directional roadway having a right-shoulder 10 feet or more in width, Shadow Vehicle 2 should drive the right-hand shoulder with a sign indicating that work is taking place in the interior lane. Furnish a shadow vehicle equipped with a truck-mounted attenuator (TMA) meeting the National Cooperative Highway Research Council (NCHRP) 350 standards and appropriate test level.
- 5.1.4. Equip the shadow vehicles with an arrow board facing rear-approaching traffic. Place the arrow board display in the sequential arrow mode (lane shift) on multiple-lane roadways. Place the board in a hazard-warning mode (not displaying the lane shift mode) for two lane two-way roadways.
- 5.1.5. Sign-legends on vehicle-mounted signs to be covered or turned from view when work is not in progress.
- 5.1.6. All flaggers must be certified and carry a Montana observed certification card. Flaggers must present their certification card to the Project Manager prior to the start of work.
- 5.1.7. Include all costs associated with this work in the per gallon bid item.

5.2. FAILURE TO COMPLETE THE PROJECT ON TIME

In the event the Contractor does not complete the work, including removing and replacing defective pavement marking by the designated contract date, liquidated damages will be assessed in the form of a daily charge for each day, except Saturdays, Sundays and legal holidays that exceed the designated contract date or working days. The daily charge will be determined from Table 108-1 of Standard Specification Article 108.08 (that is current on the date of the bid-opening) under Daily Charge. This charge will be deducted from money due the Contractor.

Once the initial project has been completed (all stripes, words and symbols), liquidated damages will stop, unless defective pavement markings have been identified prior to project completion. Liquidated damages will continue until the Contractor has replaced all defective pavement markings. If the defective pavement markings are not identified until after project completion, the Department will provide written notification to the Contractor of the defective pavement markings. The Contractor has 10 working days from the date of the written notification to replace the defective pavement markings. If the Contractor fails to replace the defective pavement markings within 10 working days, liquidated damages will resume until the defective pavement markings are replaced.

5.3. PARTIAL PAYMENT

Partial payment for work completed and accepted may be made at the discretion of the Maintenance Chief. Partial payment can be made **only** if there are 2 or more specific locations on an individual contract. No partial payment will be made on any "lump sum" bid items. No payment will be made for any route or site that has remove and replace markings until the measures have been corrected.

Winter Weather Conditions

- 5.3.1. If the project is not completed (which includes replacement of defective pavement markings) by the required completion date and the Contractor is unable continue striping due to winter weather shutdown (See Sections 5.3.2. and 5.3.3.), then a partial payment may be made. Any partial payment made at this time will deduct any liquidated damages that accrued prior to the winter shutdown and any anticipated liquidated damages based on the earliest possible spring completion. Partial payments will not be made until the spring schedule has been submitted and approved by the Maintenance Chief.
- 5.3.2. All striping operations will cease on Nov 1 and cannot commence again until April 1 without the prior written consent of the Maintenance Chief. Liquidated damages will stop on Nov 1 and restart on April 1, unless the Contractor has permission to stripe during this time period. If the Contractor has exceeded the required completion date, and stripes during this time, liquidated damages will be charged for days worked.
- 5.3.3. If the Maintenance Chief determines that it is in the best interest of the Department to cease operations prior to November 1, a written notice will be given to the Contractor. Liquidated damages will cease on the date stated in the written notification and restart on April 1. If the Contractor does not agree with this shutdown, Contractor may appeal this to the Purchasing Services Section Chief.
- 5.3.4. The appeal must be in writing and state the reason(s) why the Contractor does not agree with the Maintenance Chief. The Purchasing Services Section Supervisor's decision will be made in writing to the Contractor and Maintenance Chief and will be final.
- 5.3.5. If the Contractor has not exceeded the required completion date and is unable to continue striping due to winter weather shutdown (See Sections 5.3.2. and 5.3.3.), then a partial payment may be made for those specific locations that were striped prior to the Contractor ceasing striping operations for the season.

- 5.3.6. If the Contractor was unable to complete a location due to winter weather shutdown, then a partial payment may be made for striping completed and accepted prior to the Contractor ceasing striping operations for the season.
- 5.3.7. The Contractor must provide a spring completion schedule to the Maintenance Chief for approval. Partial payments will not be made until the schedule has been submitted and approved by the Maintenance Chief.
- 5.3.8. Any areas that have been ground must be striped prior to making any partial payment.

5.4. AWARD PROCESS

Award will be made to one (1) Contractor whose valid bid meets all terms, conditions, specifications and dates as stated herein.

The Department reserves the right to reject any or all bids, if rejection is deemed to be in the Department's best interest.

The Department also reserves the right to cancel the project referenced herein if cancellation is deemed to be in the Department's best interest.

CONTRACT INFORMATION

DEPT RTE NAME	CORRIDOR	BEG MP	END MP	SIGN ROUTE	LOCATION DESCRIPTION	MILES 4" WHITE	MILES 4" YELLOW	GALLONS WHITE	GALLONS YELLOW	SQ FT SYMBOLS	LIN FT CURB	TYPE OF GRIND	FUNDING
I-15	C000015N	163.00	175.50	I-15	Boulder to Jefferson	19.60	16.50	431.20	363.00			Heavy	Federal
I-15	C000015S	163.00	175.50	I-15	Boulder to Jefferson	19.60	16.50	431.20	363.00			Heavy	Federal
N-8	C000008E	0.00	23.40	US-12	Garrison to Elliston	46.40	19.80	1,020.80	435.60	1,450.00	4,000.00	Heavy	Federal
N-8	C000008E	23.20	27.63	US-12	McDonald Pass	11.10	8.50	244.20	187.00			Heavy	Federal
N-8	C000008E	27.63	34.30	US-12	McDonald Pass	13.90	17.60	305.80	387.20			Heavy	Federal
I-90	C000090E	240.00	248.50	I-90	Whitehall to Pipestone	12.60	10.50	277.20	231.00			Heavy	Federal
I-90	C000090W	240.00	248.50	I-90	Whitehall to Pipestone	12.60	10.50	277.20	231.00			Heavy	Federal
P-19	C000019N	10.00	26.90	MT-1	Anaconda to Georgetown	34.00	32.25	748.00	709.50			Heavy	Federal
I-15	C000015N	16.90	37.90	I-15	Redrock to Lima	30.25	25.00	665.50	550.00			Heavy	Federal
I-15	C000015S	16.90	37.90	I-15	Redrock to Lima	30.25	25.00	665.50	550.00			Heavy	Federal
I-15	C000015N	129.90	143.60	I-15	Elk Park	21.15	17.70	465.30	389.40			Heavy	Federal
I-15	C000015S	129.90	143.60	I-15	Elk Park	21.15	17.70	465.30	389.40			Heavy	Federal
S-273	C000273N	0.00	12.01	S-273	Racetrack to Anaconda	24.02	18.10	528.44	398.20			Heavy	Federal
P-29	C000029N	83.30	86.70	MT-2	Harrison Ave.	8.40	6.80	184.80	149.60	5,200.00	72,212.00	Heavy	Federal
					TOTALS	305.02	242.45	6,710.44	5,333.90	6,650.00	76,212.00		

SPECIFICATIONS FOR WORK:

Contractor will provide all labor, materials, equipment, traffic control and anything else necessary to apply epoxy paint striping per contract information. The Contractor shall replace the existing stripes in kind unless otherwise directed by the Maintenance Chief.

CONTACT PERSON: KAM WRIGGPHONE NUMBER: (406) 494-9627

**Are there any ADA requirements associated with this project? ☐ Yes ☒ No

**Is this, or any part of this project on a reservation? ☐ Yes ☒ No

**Will the Contractor be required to stripe any of these lines at night? ☐ Yes ☒ No

DESIGNATED CONTRACT DATE:

WORK IS REQUIRED TO BE COMPLETED ON OR BEFORE: JUNE 30, 2010

QUANTITY SHEET

Prices quoted below must include all costs associated with applying epoxy paint striping as stated above. Unit price quoted must include the costs for mobilization and traffic control. No additional payment will be made for mobilization or traffic control.

Item & Description	Unit of Measure	Quantity	Unit Price	Total Price
4" Stripe – White	Per Gallon	<u>6,710.44</u>	\$ _____	\$ _____
4" Stripe – Yellow	Per Gallon	<u>5,333.90</u>	\$ _____	\$ _____
Symbols/Words	Per S.F.	<u>6,650.00</u>	\$ _____	\$ _____
Yellow Curb Marking	Per L.F.	<u>76,212.0</u>	\$ _____	\$ _____
GRAND TOTAL:				\$ _____

NOTE: Contractors must extend and total their bid.

If the Department changes from a light grind to a heavy grind, or from a heavy grind to a light grind;

What would be the addition or reduction in cost per gallon for four (4) inch line?

\$ _____

What would be the addition or reduction in cost Per S.F. of Symbols?

\$ _____

The price (as quoted above) for changes in grinding will not be considered when awarding the project.

PRECONSTRUCTION MEETING TOPICS

The following is list of suggested topics for the Preconstruction meeting with the Contractor. The Preconstruction meeting is a requirement part of the Paint Striping Contract and must be held at least 5 days prior to the commencement of work:

- Designate Department and Contractor's Project Managers for the project
- Chain of Command
- Inspectors
- Ensure all the required permits have been obtained by the Contractor
- EEO and ADA Requirements
- Wage Rates
- Work shifts and schedules (Holidays and Saturdays)
- Start date
- Designated Contract Date
- Number of working days and exceptions
- Location of Work
- Traffic Control Operations – two-lane, multi-lane roads
- Traffic Control Operations – Urban – lane closures for words and symbols
- Test Section / Evaluation Stripe
- TMA's
- Equipment
- Contract Specifications for Work
- Temperature Limitations and Road Surface Requirements
- Weather Day procedure
- Reflectivity testing
- Notify Contractor of bad readings
- Incentive
- Striper Calibration (metering system)
- Test Section / Evaluation Stripe
- Glass beads
- Material specifications and certifications
- Material Storage
- Dispute resolution
- Safety meetings (after hours safety)
- Sampling
- Restrooms
- Waste Disposal
- Public Notification
- Grinding Specifications and acceptance
- Contractor's Work Load